

AG Contract No. KR97 2535TRN
ADOT ECS File No. JPA 97-190
Project: PLH-038-1(30)P/H3881 01C
Section: SR-88 Phase I

AGREEMENT
AMONG
THE STATE OF ARIZONA,
THE CITY OF GLOBE
AND SEMA CONSTRUCTION, INC.

THIS AGREEMENT is entered into 30 January, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State"), the CITY OF GLOBE, acting by and through its
MAYOR and CITY COUNCIL (the "City"), and SEMA CONSTRUCTION, INC., acting by
and through its PRESIDENT (the "SEMA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The SEMA is empowered by to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the SEMA.

4. The State has awarded a construction contract to SEMA Construction, Inc. for constructing improvements to SR-88. As part of the State's contract, SEMA is responsible for providing water for the project. Water availability in the area is limited, and the best source of water is effluent, to be purchased by SEMA from the City. Concurrently, the Arizona Department of Environmental Quality (ADEQ) has declined to approve the sale of effluent directly to SEMA, but has approved a sale directly to the Arizona Department of Transportation (ADOT). This agreement is to define the terms of the sale of effluent water to the ADOT.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 22173
Filed with the Secretary of State
Date Filed: 01/30/98

Betsy Bayless
Secretary of State

By: Vinny Guenewald

II. SCOPE

1. The City will:

a. Provide effluent water, in an amount not to exceed 500,000 gallons per day, to the State's contractor to accomplish the State's construction improvement project.

b. No more often than monthly, invoice the State in installments for the cost of the effluent water provided to be used by SEMA on the State's Phase I construction project, in a total amount currently estimated at \$63,000.00. In the event this agreement is terminated in accordance with Section III.1 herein, all unpaid amounts shall be prorated.

2. The State will:

a. By change order to the existing SEMA construction contract, delete the contractor's responsibility to pay the City for water for the project, on a pro-rata share basis taking into account effluent water already used and paid for by SEMA for the project.

b. Be responsible for the cost of effluent water provided by the City to SEMA for the SR-88 highway improvement project. Reimburse the City for the cost of the water provided in a total amount currently estimated at \$63,000.00, within 30 days after receipt and approval of monthly invoices.

c. Comply with and insure contractor compliance with the terms and conditions of the ADEQ Contract for Reuse of Wastewater for Temporary and Seasonal Projects by a Secondary Reuser, which is attached hereto as Exhibit A and made a part hereof.

d. By requirement in the special provisions of future phases of the same project contracts, require future State project contractors to obtain water in the same fashion as is set forth herein with SEMA.

2. The SEMA will:

a. By change order to the existing SEMA construction contract, delete the SEMA's responsibility to pay the City for effluent water for the project, on a pro-rata share basis taking into account effluent water already used and paid for by SEMA for the project.

b.. Keep accurate records of the amount of water used by SEMA on the State's project, and provide the State a copy during each monthly billing period.

c. Strictly comply with all applicable provisions of the attached ADEQ contract (Exhibit A) and all DEQ regulations applicable to reuse of the effluent and pay and hold the City and State harmless from any and all obligations incurred for failure to do so.

6287
See Culture
II

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time upon thirty (30) days written notice to the other parties. The City may cancel this agreement for non-payment should any invoice be unpaid for a period of 45 days.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

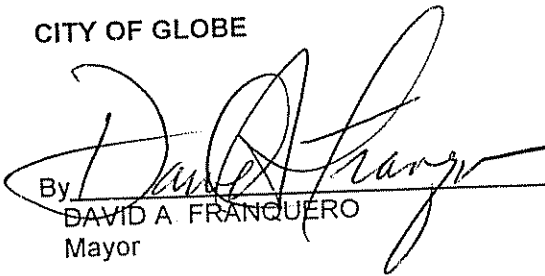
City of Globe
City Administrator
150 N. Pine Street
Globe, AZ 85501

SEMA Const. Inc.
Tom Ames, President
6746 E. Revere Pkwy.
Englewood, Co 80112


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLOBE

By 
DAVID A. FRANQUERO
Mayor

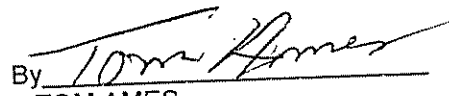
STATE OF ARIZONA
Department of Transportation

By 
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By 
GINA TARANGO
City Clerk

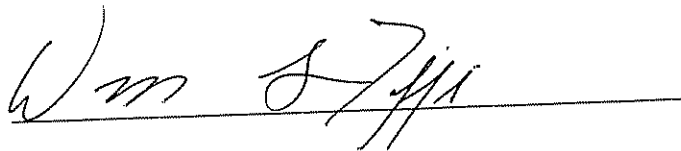
SEMA CONSTRUCTION, INC.

By 
TOM AMES
President

APPROVAL OF THE GLOBE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF GLOBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1997.

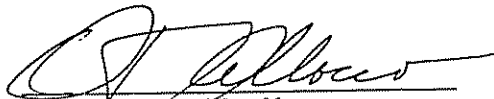
A handwritten signature in cursive script, appearing to read "Wm S. [unclear]", is written over a horizontal line.

City Attorney

RESOLUTION

BE IT RESOLVED on this 4th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Globe and SEMA Construction, Inc. for the purpose of defining responsibilities for purchasing construction water for the SR-88 Phase I improvement project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

CITY OF GLOBE
WORK SESSION MEETING MINUTES
MUNICIPAL BUILDING 150 NORTH PINE STREET GLOBE, ARIZONA
OCTOBER 27, 1997 7:00 P.M.

The meeting was called to order by Councilman Gibson at 7:00 P.M.

The Invocation was given by City Clerk Gina Tarango, followed by the Pledge of Allegiance led by City Attorney Tift.

ROLL CALL

Councilpersons present: Brink, Stevens, Gibson, Lopez and Aguirre
Councilpersons absent: Vice Mayor Bittner and Mayor Franquero
Legal Counsel present: City Attorney Tift

CORRESPONDENCE

None.

COUNCIL CONSIDERATIONS

1. **REVIEW OF 1996-97 AUDIT - JOHN NAYLOR**

John Naylor, auditor for the City, reviewed with the Council the financial statements and independent auditor's reports for the year ended June 30, 1997. He stated that the City is in good financial condition. He commended Teresa Williams, the City's Finance Director, and City staff for a job well done.

2. **LAND EXCHANGE / YERKOVICH - STEVE STRATTON**

City Administrator Stratton provided the Council with a map of a parcel owned by Don Yerkovich. He recommended to the Council to exchange Parcel A with Parcel B. Parcel B is the roadway of Terrace Dr. It was the consensus of the Council to place this item on the next Regular Meeting agenda for consideration.

3. **VOTE TO SUSPEND THE WORK SESSION MEETING RULES TO CONSIDER THE FOLLOWING:**

- A) RESOLUTION NO. 1253 AUTHORIZING THE TRANSFER OF FUNDS - TERESA WILLIAMS
- B) GILA COUNTY PROSECUTION IGA - STEVE STRATTON
- C) ORDINANCE NO. 688 AUTHORIZING REIMBURSEMENT OF COSTS OF PROSECUTION - STEVE STRATTON
- D) A.D.O.T. IGA (EFFLUENT) - STEVE STRATTON
- E) AIRPORT RELINQUISHMENT AND ASSUMPTION AGREEMENT - STEVE STRATTON

Councilman Lopez moved to suspend the Work Session Meeting rules.
Seconded by Councilman Brink

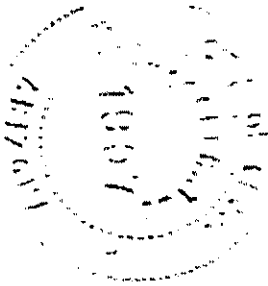
City Administrator Stratton stated that this is the resolution to the assumption of any obligation that we may have.

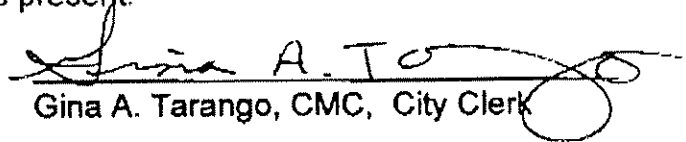
Councilman Lopez moved to approve the assumption agreement with the San Carlos Apache Tribe. Seconded by Councilman Aguirre.

Motion carried.

The Meeting adjourned at 7:35 P.M.


I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session Meeting of the City Council of the City of Globe held on the 27th day of October, 1997. I further certify that the meeting was duly called and held and that a quorum was present.




Gina A. Tarango, CMC, City Clerk

BE IT RESOLVED, on this day, that I, the undersigned Thomas Ames, as President of SEMA Construction, Inc., have determined that it is in the best interests of SEMA Construction, Inc., to enter into an agreement with the Arizona Department of Transportation and the City of Globe, Arizona, for the purpose of defining responsibilities for obtaining water for construction of the SR-88 Phase I improvement project.

Dated this 8th day of November 1997.

By: 
THOMAS AMES, President
SEMA Construction, Inc.

TO :
FROM : William L. Tirrt

PHONE NO. : 16022557424

OCT. 27. 1997 11:20AM P 7/9
PHONE NO. : 602 425 0520

EXHIBIT "A"

Arizona Department of Environmental Quality

Contract for Reuse of Wastewater for Temporary and Seasonal Projects by a Secondary Reuser

PURPOSE:

This document formalizes an agreement between a facility holding a valid wastewater reuse permit (Permittee) issued by the Arizona Department of Environmental Quality (ADEQ) and a second party (Reuser), that is reusing effluent furnished by Permittee. Permittee is responsible for all monitoring requirements listed in the Reuse Permit, and this agreement in no way alters those responsibilities.

PARTIES TO CONTRACT:

CITY OF GLOBE, Permittee, the holder of ADEQ Reuse Permit # R-0013-04, agrees to furnish secondary treated wastewater effluent for reuse to:

ARIZONA DEPARTMENT OF TRANSPORTATION, Reuser.

REUSE SPECIFICS:

Dates that Reuse Begins: SEPT 1997 Ends: AUG. 1998

Quantity of effluent to be applied per day: 500,000 gallons

Quality of effluent stated in Reuse Permit: 1000 cfu FC (max), 200 cfu FC (geo.

Location of reuse: STATE ROUTE 88

Reuse application type:

- ☒ Dust Control
- ☒ Construction Makeup Water
- ☐ Fire Protection and Fire Fighting
- ☐ Emergency Animal Watering
- ☐ Emergency Irrigation
- ☐ Other

(Emergency irrigation reuse will need to conform to the applicable requirements of A.A.C. r18-9-703.C.)

Disposal plan for excess(leftover) effluent: DUST CONTROL OR RETURN TO PINE CREEK WHICH IS THE DESIGNATED RECEIVING STREAM PER NPDES

VALIDATING THIS CONTRACT:

The responsible persons for the Reuser and Permittee shall sign and date this contract, and send a copy via certified mail to:

Water Protection and Approvals Section
Wastewater and Reuse Unit
Arizona Department of Environmental Quality
3033 North Central
Phoenix, AZ 85012

The ADEQ reserves the right to request and review additional information. If Permittee does not receive such a request within ten days after receipt of the certified mailing by ADEQ, this contract will be considered to be in effect.

OPERATIONAL REQUIREMENTS:

The following operational requirements are to be observed by Reuser. Failure to observe these requirements may result in cancellation of this contract and violation of one or more Arizona laws.

1. **DISINFECTION:** The effluent shall be chlorinated to produce a free available chlorine residual of at least 2.0 mg/l after 20 minutes of contact time prior to use. Alternatively, a free available residual and contact time may be determined using the Design Manual: Municipal Wastewater Disinfection,¹ page 50. In either case, a daily log shall be kept of the chlorine residual in the effluent at the point of reuse. This log shall be retained for five years.

2. **ADEQUATE WARNING:** Signs, stating "CAUTION RECLAIMED WASTEWATER, DO NOT DRINK" or similar language, shall be posted at the pumping station, the project area, vehicle of delivery and other potential sites of public contact.

3. **VEHICLE DECONTAMINATION:** The vehicle of delivery (pipeline, truck, etc.) may not be used to haul potable liquids until it is thoroughly decontaminated.

4. **OCCUPATIONAL HEALTH GUIDELINES:** The supervisor responsible for the reuse operation (Reuse Supervisor) shall review the following guidelines with participating or affected employees.

a. Reuse application personnel shall not apply effluent in a manner that could contaminate other employees, equipment, or bystanders.

b. Anyone accidentally contaminated by effluent shall wash immediately with soap and water. Onsite wash facilities shall be made available as needed.

c. Employees who have cuts or open sores on their hands shall be restricted from duties that involve occasional hand contact with wastewater.

¹ Design Manual: Municipal Wastewater Disinfection, EPA 625/1-86/021, U.S. Environmental Protection Agency, Office of Research and Development, Water Engineering Research Laboratory, Cincinnati, OH (October, 1986) page 50.

TO :
FROM : William L. Tirft

PHONE NO. : 16022557424

OCT.27.1997 11:21AM P 9/9
PHONE NO. : 602 425 0520

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d. No eating, drinking or smoking shall be allowed by the water delivery vehicle personnel until they have washed their hands.

e. The water delivery vehicle shall be washed and decontaminated prior to any onsite repairs or maintenance.

Reuse Supervisor shall ensure that a copy of the guidelines is issued to each employee. Contact records shall be maintained identifying all employees completing the review session and shall be retained on site.

7. The operational requirements may be supplemented by additional precautions deemed necessary by the consulting engineer, construction contractor, ADEQ, and other governmental agencies.

ADDITIONAL OPERATIONAL REQUIREMENTS:

SIGNATURES:

Permittee

I, STEVE STRATTON, as a representative for the permitted facility, (Permittee) PINAL CREEK WWTP, hereby affirm that I will furnish, for valuable consideration, effluent that meets or exceeds secondary treatment standards designated in R18-9-701.15.

Steve Stratton 8/15/97 signature, date

Reuser

I, JOHN BEENE, as a representative for the and user, (Reuser), ARIZONA DEPARTMENT OF TRANSPORTATION agree to observe all conditions stated in this contract.

John M. Beene 8/15/97 signature, date

Reuse Supervisor

The following person will be responsible for onsite implementation of the terms of this contract: JOHN BEENE



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2535TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 22, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10010

Enc.